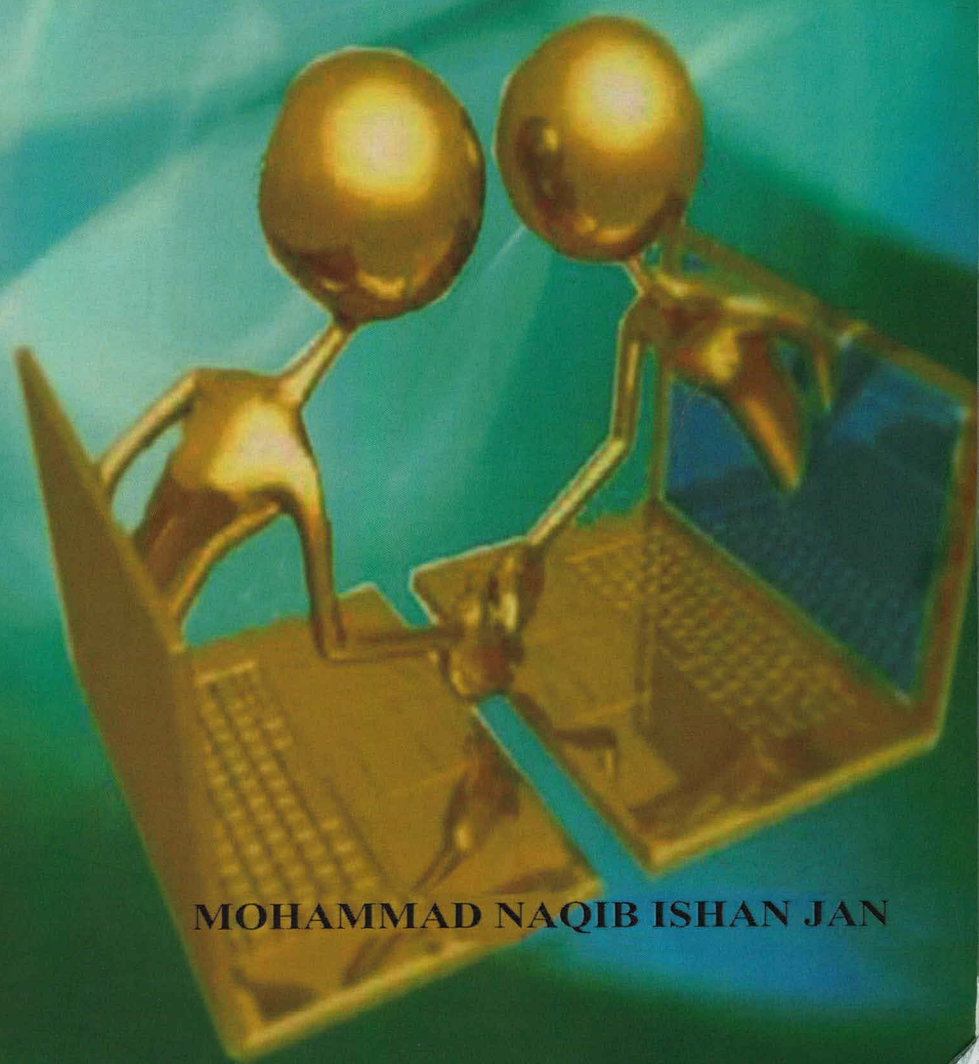


# **LAW AND COMMERCE : THE MALAYSIAN PERSPECTIVE**



**MOHAMMAD NAQIB ISHAN JAN**

# **LAW AND COMMERCE: THE MALAYSIAN PERSPECTIVE**

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**IIUM Press**

Published by:  
IIUM Press  
International Islamic University Malaysia

First Edition, 2011  
©IIUM Press, IIUM

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Perpustakaan Negara Malaysia

Cataloguing-in-Publication Data

Mohammad Naqib Ishan Jan

Law and Commerce: The Malaysian Perspective

Include index

ISBN 978-967-0225-43-2

ISBN: 978-967-0225-43-2

Member of Majlis Penerbitan Ilmiah Malaysia – MAPIM  
(Malaysian Scholarly Publishing Council)

Printed by :  
**IIUM PRINTING SDN. BHD.**  
No. 1, Jalan Industri Batu Caves 1/3  
Taman Perindustrian Batu Caves  
Batu Caves Centre Point  
68100 Batu Caves  
Selangor Darul Ehsan

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## CHAPTER 2

# **THE NATURE OF THE LAW OF CONTRACT**

*by*

MOHAMMAD NAQIB ISHAN JAN

The law of contract is the foundation to all aspects of commercial law and is therefore important to understand at the outset the nature of this law. This chapter defines the term contract, briefly refers to its types and thereafter deals with its governing law – a law that basically regulates and thereby facilitates legitimate business conduct in the society.

## **THE DEFINITION AND TYPES OF CONTRACT**

### **Definition of Contract**

A contract is basically an agreement between two or more parties that is intended to be legally binding. It consists of “a promise or set of promises which the law will enforce.” Section 2(h) of the Contracts Act 1950 provides: “An agreement enforceable by law is a contract.” Only lawful agreements are enforceable by law and are therefore contracts. Agreements which are unlawful are not contracts and are therefore not enforceable in a court of law. A court of law will not enforce an agreement the object or